

EXHIBIT 1

the security deposit requirement set forth above immediately. If, upon the date this Agreement terminates, or upon the effective date of any cancellation of this Agreement, if such there be, Airline has an outstanding unpaid account with the Airport Authority arising out of Airline's operations at the Airport, the Airport Authority shall apply such security deposit to Airline's account and, as soon as practicable thereafter, return any remaining security deposit to Airline, to the extent such is remaining.

4. INDEMNIFICATION AND INSURANCE

- A. INDEMNIFICATION: Airline shall indemnify, defend and hold harmless the Airport Authority, its Board members, officers, agents, representatives and employees from and against all liabilities, losses, suits, claims and demands of every kind and nature, including but not limited to claims and demands of third persons, just or unjust, for bodily injuries (including death) or property damages including theft or loss, in each case arising from, related to or caused by, or alleged to arise from, relate to or have been caused by, Airline's acts or omissions (including Airline's officers, agents, representatives, employees or invitees) in its use or occupancy of the Airport or the conduct of any of its operations or activities at the Airport, except Airline shall not be liable solely and to the extent any injury, damage or loss is caused by the sole negligence of the Airport Authority, its Board members, officers, agents, representatives and employees, where proven. Airline shall, at its own expense, either settle or defend against such claims and demands, in which latter event it shall not, without

obtaining express advance permission from the Airport Authority, raise any defense involving in any way jurisdiction of the tribunal, immunity of the Airport Authority, its officers, agents, representatives and employees, governmental nature of the Airport Authority, or the provisions of any statutes respecting suits against the Airport Authority.

B. INSURANCE: Airline, at its own expense and in its own name, and in the Airport Authority's name and in the name of the County of Wayne as additional insureds with respect to the Comprehensive Airline Liability insurance required below, as their interests may appear, shall maintain and keep in force during the term of this Agreement the following policies of insurance, which shall be written by a financially responsible insurance company or companies.

(1) Comprehensive Airline Liability Insurance including but not limited to General Liability, Passenger Legal Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products and Completed Operations Liability, Ground Hangar Keepers Liability, Cargo Legal Liability, Mail Legal Liability, Liquor Law Liability, Excess Automobile Liability. Limits of Liability: Not less than Five Hundred Million Dollars (\$500,000,000) per occurrence, and with respect to Products Liability limits of liability shall not be less than Five Hundred Million Dollars (\$500,000,000) in the aggregate.